

Agenda Item No.

DATE SUBMITTED _____

SUBMITTED BY _____

DATE ACTION REQUIRED _____

COUNCIL ACTION ()

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

**IMPERIAL REDEVELOPMENT AGENCY
AGENDA ITEM****SUBJECT: Children's Rainforest Downtown Planter Project****DEPARTMENT INVOLVED: Executive Director**

BACKGROUND/SUMMARY: The Children's Rainforest team held youth and family classes during the month of January 2009 to develop tile mosaics for five downtown planters. Classes were advertised at the Christmas in a small town event and held during January at the Family Treehouse. The mosaics will be placed in the sides of the concrete planters. Completed mosaics will be installed in the next month. The fee for services performed is due and payable.

FISCAL IMPACT: \$15,000 from RDA funds
INITIALS _____

F.O.

STAFF RECOMMENDATION: It is recommended that the Agency Board approve the payment as proposed.

MANAGER'S RECOMMENDATION: The Agency Board is recommended to approve the payment to Children's Rainforest/"Farallon Design Inc."

MANAGER'S INITIALS _____**MOTION:****SECONDED:****AYES:****NAYES:****APPROVED** ()**DISAPPROVED** ()**REJECTED** ()**DEFERRED** ()

Farallon Design Inc.

Farallon Design Inc.
2169 National Ave.
San Diego, CA 92113

(619)236-0068
info@farallondesign.com

Invoice

DATE	INVOICE #
01/26/2009	3015
TERMS	DUE DATE
Due on receipt	01/26/2009

BILL TO
Marlene Best City of Imperial 420 South Imperial Ave Imperial, CA 92251 USA

AMOUNT DUE	ENCLOSED
\$15,000.00	

Please detach top portion and return with your payment.

Date	Activity	Quantity	Rate	Amount
01/24/2009	Children's Rainforest Art Classes- 1/3, 1/10, 1/17, & 1/24/09 Winter program	1	10,000.00	10,000.00
01/26/2009	payment schedule seen below and on attached letter dated 12/12/08			
03/28/2009	Installation of twenty mosaic & tile panels for five large planter	1	5,000.00	5,000.00
1st pmt due 1/5/09 for \$5,000.00 2nd pmt due 1/26/09 for \$5,000.00 3rd pmt due upon installation for \$5,000.00				
SUBTOTAL				\$15,000.00
TAX (7.75%)				\$0.00
TOTAL				\$15,000.00

DATE SUBMITTED

01-29-09

COUNCIL ACTION (x)

SUBMITTED BY

City Manager

PUBLIC HEARING REQUIRED ()

RESOLUTION ()

ORDINANCE 1ST READING ()

ORDINANCE 2ND READING ()

CITY CLERK'S INITIALS ()

DATE ACTION REQUIRED

02-04-09

IMPERIAL CITY COUNCIL AGENDA ITEM

SUBJECT: DISCUSSION/ACTION – REIMBURSEMENT AGREEMENT
WITH VICTORIA HOMES FOR OVERSIZING OF THE WATER
STORAGE TANK AND PUMPING STATION (ATEN ROAD)

1. APPROVAL/DISAPPROVAL OF THE REIMBURSEMENT
AGREEMENT.

BACKGROUND/SUMMARY: City staff has been working with Victoria Homes to develop a reimbursement agreement for the over sizing of the water tank and the pumping station referred to as the Aten Road station. Victoria Homes is in agreement with the reimbursement document and with the benefit area as outlined by Webb and Associates.

FISCAL IMPACT:

STAFF RECOMMENDATION:

Approval of the agreement.

MANAGER'S RECOMMENDATION:

MANAGER'S INITIALS _____

MOTION:

SECONDED:

AYES:

NAYES:

ABSENT:

APPROVED ()

DISAPPROVED ()

REFERRED TO:

REJECTED ()

DEFERRED ()

DRAFT JANUARY 14, 2009

**Recording Requested by and
When Recorded, Return to:**

Debra Jackson
City Clerk
City of Imperial
420 South Imperial Avenue
Imperial, California 92251

AGREEMENT

This agreement is entered on this ____ day of _____, 2008, between the City of Imperial, a municipal corporation of the State of California, hereinafter referred to as "City," and Victoria Place, LLC, hereinafter referred to as "Developer."

WITNESSETH

WHEREAS, Developer owns that certain real property included on the drawing attached hereto as Exhibit A ("the Property"); and,

WHEREAS, in order for Developer to fully develop its Property, installation of potable water storage is necessary; and,

WHEREAS, Developer has installed a 2 million gallon potable water storage facility ("Tank" or "Project") at a location depicted on Exhibit A; and,

WHEREAS, Developer has offered and City has accepted the offer of dedication of the Tank; and,

WHEREAS, the parties hereto acknowledge that the Tank is larger than what would be required to develop Developer's Property; and

Whereas, there are other properties which may develop in the future and which will benefit by the availability of the Tank installed by Developer ("Benefited Parcels"); and,

WHEREAS, the Benefited Parcels are depicted on Exhibit A; and

WHEREAS, the purpose of this agreement is to set forth the manner in which Developer will be reimbursed for incremental costs associated with installation of a Tank which benefits other development; and,

WHEREAS, it is contemplated that City will require reimbursement by all Benefited Parcels to reimburse Developer for a fair share of costs associated with construction of the Tank; and,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Recitals. The recitals hereto are correct and are incorporated herein by this reference.

2. Benefited Parcels. For purposes of this agreement, there are 2060 equivalent dwelling units ("EDU's") benefited by the Tank. The area benefited by the Tank is depicted on Exhibit A.

3. Cost of Project Eligible For Reimbursement. The portion of the total costs associated with construction of the Tank and eligible for reimbursement is \$2,903,521.39.

4. Reimbursement Amount. The dollar amount per equivalent EDU to be reimbursed to Developer is \$1409.47. Total reimbursement shall not exceed the eligible cost set forth in paragraph 3 above plus interest. Interest shall commence as of the date of approval of this agreement. Commencing one year from the date the

addendum setting forth the actual cost of the Project is executed, and annually thereafter for the ensuing year, unpaid reimbursement shall be subject to adjustment commensurate with the Wallstreet Journal Prime on each such annual date plus one percent.

Developer acknowledges and agrees that its actual reimbursement may be less than set forth herein.

5. Payment. Prior to the issuance of the first construction permit for a project in a Benefited Parcel, City shall collect payment of the applicable fair share reimbursement, plus accrued interest and less a 3 percent administrative fee. Reimbursement shall be remitted to Developer on a quarterly basis. Any reimbursement to Developer in accordance with this agreement, shall be considered reimbursement for those costs that are normally borne by the public in accordance with California Labor Code Section 1720(c)(3).

6. Term. This agreement shall be binding until twenty (20) years from the date this agreement is approved or until Developer receives full reimbursement plus interest, whichever occurs first.

7. Binding Agreement. The provisions of this agreement shall be binding upon the parties, their heirs, successors, and assigns.

8. Disputes. The parties further agree that any litigation arising out of this agreement shall be filed and maintained until conclusion in the Superior Court of the County of Imperial, California.

9. No Partnership. Nothing in this agreement shall be interpreted as creating any form of partnership, joint venture, or other relationship between the parties

with reference to the ownership, design, development, financing, or other operations or uses proposed for the subject Project.

10. Not a Public Work. Nothing in this agreement shall be interpreted as a finding by City that the Project is a public work, or shall otherwise be interpreted to cause the Project to be determined to be a Public Work within the scope of California Labor Code Section 1720, et seq.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first set forth.

VICTORIA PLACE, LLC

By _____

CITY OF IMPERIAL, a municipal corporation
of the State of California

By _____
Mayor

ATTEST:

Debra Jackson,
City Clerk

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF IMPERIAL)

On _____ before me, _____,
personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s) or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS.
COUNTY OF IMPERIAL)

On _____ before me, _____,
personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in
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that the foregoing paragraph is true and correct.

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**Water Benefit Areas
EDU Summary**

Benefit Area	Undeveloped Area (Acres)	Existing EDU's	Future EDU'S	Total EDU's
1	1,050		5,357	5,357
2	549	596	2,220	2,816
3	370	1,238	1,672	2,910
4	523	913	1,904	2,817
5	1,064		5,767	5,767
6	689	811	2,657	3,468
7	1,126	372	4,284	4,656
8	1,536		6,927	6,927
9	1,941		9,055	9,055
10	2,331		11,665	11,665
11	2,442		10,597	10,597
Totals:	13,620	3,930	62,105	66,035

